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October 31, 2005

Lori Miller  
Arizona Corporation Commission  
Telecommunications Division  
1200 West Washington  
Phoenix, AZ 85007

RE: Global Internetworking, Inc.  
Docket No. T-04105A-02-0281  
Decision 66452

Dear Ms Miller:

We are in receipt of correspondence dated September 8, 2005 from Mr. Brian K. Bozzo, Manager, Compliance and Enforcement, sent to Global Internetworking, Inc. This letter directed the Company to provide compliance filings which had not been previously sent. The letter indicated for questions to contact Mr. John Bulanowski. In accordance with Mr. Bulanowski's request, on October 4, 2005 the company's compliance tariff was faxed to him.

At Mr. Bulanowski's request we are now forwarding the compliance tariff directly to you.

In accordance with Decision 66452, enclosed herewith for filing with the Commission, please find an original and thirteen (13) copies of the above referenced company's conforming tariff.

In addition, enclosed is a duplicate copy of the tariff. Please date-stamp the duplicate and return it to me in the enclosed postage-paid envelope.

Should you have any questions concerning this filing, please contact me.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

Patrick D. Crocker

PDC/pas

AZ CORP COMMISSION  
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**REGULATIONS AND SCHEDULE OF CHARGES**

**APPLICABLE TO INTRASTATE INTEREXCHANGE NON-SWITCHED SERVICES**

**FURNISHED BY**

**GLOBAL INTERNETWORKING, INC.**

This tariff contains the rates, terms and conditions applicable to non-switched intrastate interexchange services offered by Global Internetworking, Inc. ("GII" or "Company") of McLean, Virginia within the State of Arizona. The services described in this tariff are offered throughout Arizona. The provisions of this tariff apply to all interexchange services described in this tariff.

The services described in this tariff may be provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

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ISSUED: April 15, 2002

EFFECTIVE: October 24, 2003

ISSUED BY: D. Michael Keenan, President  
Global Internetworking, Inc.  
8484 Westpark Drive, Suite 720  
McLean, VA 22102

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**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<b>Page #</b>	<b>Revision</b>	<b>Page #</b>	<b>Revision</b>
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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify an increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter.
- (T) To signify change in text but no change in rate or regulation.
- (Z) To signify a correction.

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**APPLICATION OF TARIFF**

This Tariff includes the rates, terms and conditions of service applicable to the furnishing of the within described intrastate interexchange services by Global Internetworking, Inc. within the State of Arizona. This Tariff applies only to Services subject to regulation by the Arizona Corporation Commission. This

Tariff does not apply to the within described Services which are provided by Global Internetworking, Inc.:

- (a) to other communications carriers pursuant to any contractual arrangements;
- (b) pursuant to other Global Internetworking, Inc. tariffs unless specifically stated therein;
- (c) to affiliates of the Company; and
- (d) on an interstate or international basis.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

**Alternative Access** - A form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service.

**Acceptance/Accepted** - The concurrence by Customer and Company that, following Installation, a Service is fully operational and ready for Customer use. In any event, once Customer commences using the Service, Acceptance shall be deemed to have occurred.

**Access Service Request (ASR)** - An order placed with a Local Access Provider for Local Access.

**Analog** - A mode of transmission in which information is transmitted by converting it to a continuously variable electrical signal.

**Ancillary Charges** - Charges for supplementary Services as set forth in this Tariff which may consist of both nonrecurring and monthly recurring charges.

**Authorized User** - A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's services under the terms and regulations of this tariff or 2) either is authorized by the Customer to act as Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

**Available/Availability** - Condition in which Company has on its network Circuits between specific POPs (as may be requested by Customer) and such Circuits are not already committed to other parties or other Customers and are accessible for Service to Customer, as determined by the Company, in its sole discretion.

**Base Rate** - The nondiscounted monthly recurring charge for Private Line Service.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**Bill Date/Billing Date** - The date on which billing information is compiled and sent to the Customer.

**Channel(s) or Circuit(s)** - A dedicated communications path between two or more points.

**Commission** - The Arizona Corporation Commission.

**Company or Carrier** - Global Internetworking, Inc. unless otherwise clearly indicated by the context.

**Cross-Connect** - Electrical connection within a POP of two Circuits in order to complete connectivity between such Circuits.

**Customer** - The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities and their Authorized Users) which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

**Customer Premise/Customer's Premise** - Locations designated by a Customer or Authorized User (regardless as to whether the designated premises are controlled or operated by such Customer) where Service is originated/terminated for Customer's own needs or for the use of third parties.

**Dedicated Service** - Point-to-point interexchange Channel(s) or Circuit(s) provided to a Customer between POPs by the Company and available for use twenty-four hours a day, seven days a week.

**Digital** - A mode of transmission in which information is coded in binary form for transmission on a network.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**Diversity** - Customer-designated routing agreed to by an authorized representative of Company which indicates a Customer designated departure from a Company Primary Route. The provision of Diversity with respect to Circuits may entail Circuits routed on physically separate facilities on a geographic or systems basis (to the extent possible, i.e., 100% route Diversity on a POP-to-POP or Customer Premise-to-Customer Premise basis is not guaranteed) between the same city pair where the facilities required to provide the relevant Circuits are determined by Company to be Available. Diversity arrangements shall be ICB.

**DS-0** - Digital Signal Level 0 Service, a 64 Kbps signal.

**DS-1** - Digital Signal Level 1 Service, a 1.544 Mbps signal.

**DS-3** - Digital Signal Level 3 Service, a 44.736 Mbps signal.

**DS-0 with Analog Access** - Service with Analog Local Access facilities provides for the transmission of analog voice and/or data within the 300 hertz to 3000 hertz frequency range.

**DS-0 with Digital Access** - Service with Digital Local Access facilities provides for the transmission of Digital data at speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

**Due Date** - The date on which payment is due as indicated on Company's invoice to Customer.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**Expedited Service Order** - A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard Service interval.

**FCC** - Federal Communications Commission.

**Fractional DS-1** - A Service provided in multiples of 2 to 24 DS-0 channels and connected to a Customer Premise via DS-1 level Local Access facilities.

**GII** - Used throughout this tariff to refer to Global Internetworking, Inc.

**Individual Case Basis (ICB)** - Determinations involving situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Company.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**Installation** - Establishment of Service.

**Interexchange Service** - Service provided to a Customer over a Channel or Circuit between a Company designated POP in one exchange and a Company designated POP in another exchange.

**Interruption** - A condition whereby the Service or a portion thereof is inoperative (as defined in Section 3.1.3.B), beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration (see Section 2.13.3).

**Kbps** - Kilobits per second.

**LATA (Local Access Transport Area)** - A geographical area established for the provision and administration of communications Service, as provided for in the Modification of Final Judgement (MFJ), the consent decree between GTE Corporation and the Department of Justice, and any further modifications thereto.

**Local Access** - The portion of the Service between a Customer Premise and a Company designated POP.

**Local Access Provider** - An entity providing Local Access.

**Local Exchange Carrier (LEC)** - The local telephone utility that provides exchange telephone services.

**Mainland United States** - The forty-eight (48) states within the continental United States of America and the District of Columbia.

**Mbps** - Megabits per second.

**N/A** - Not applicable.

**N/C** - No charge.

**Nonrecurring Charge** - One-time charge relevant to Service.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**OC-3** - Optical Circuit Level 3 Service, a 155 Mbps signal.

**OC-12** - Optical Circuit Level 12 Service, a 622 Mbps signal.

**OC-48** - Optical Circuit Level 48 Service, a 2.488 Gbps signal

**OC-192** - Optical Circuit Level 192 Service, a 10 Gbps signal

**Payment Method** - The manner in which the Customer is authorized by the Company to pay charges for Service.

**Point-to-Point** - Service provided between two POPs/Customer Premises.

**POP (Point of Presence)** - A Company designated location where a facility is maintained for the purpose of providing access to the Company's Service where available.

**Primary Route** - The route, which in the absence of a Diversity arrangement, would be solely determined and used by Company in the provision of Service.

**Requested Service Date** - The date requested by the Customer for commencement of Service and agreed to by Company.

**Restore/Restored** - To make Service operative following an Interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the Company or carrier(s) involved.

**Service** - Private Line Service, including any requested or required Ancillary or supplementary services, as described in this Tariff as modified from time to time.

**Service Commitment Period** - The period selected by the Customer, agreed to by Company and stated on the relevant Service Order, during which Company will provide and Customer will accept and pay for the Service described therein.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**Service Order** - Standard Company order form(s), in effect from time to time, or Customer's forms accepted in writing by an authorized representative of Company for Service which in total includes pertinent billing, technical and other descriptive information which shall enable Company to provide Service.

**Special Promotional Offerings** - Authorized trial offerings, discounts, or modifications of Company's regular Service offerings, which may, from time to time, be offered by Company to Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

**Start of Service** - The Requested Service Date or the date or time Service first becomes available for Customer use, whichever is later.

**Tariff** - The Company's Arizona Intrastate Tariff No. 1, and effective revisions thereto filed by the Company with the Commission.

**Term** - Service Commitment Period.

**United States** - For purposes of this tariff the term "United States" includes the Mainland United States of America, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI).

**V & H Coordinates** - Geographic points which define the originating and terminating points of a private line in mathematical terms so that the airline mileage of the private line may be determined. Private line mileage may be used for the purpose of rating calls.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Limitations of Services**

- 2.1.1** The Company undertakes to furnish intrastate Interexchange Service pursuant to the terms of this Tariff for the transmission of data, voice and/or video communications. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that Company reserves the right to deny Service: (i) to any Customer that, in Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in Section 2.10, (ii) in circumstances in which Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (iii) if, in Company's sole opinion, insufficient facilities or equipment are Available to provide the Service.
- 2.1.2** The provision of Service shall not create a partnership or joint venture between the Company and Customer nor result in joint service offerings to their respective customers.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Use of Service**

- 2.2.1** The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use, including joint use or resale by Customer. Notwithstanding the joint use, sharing or resale of Service by Customer and regardless of the Company's knowledge of same, the Customer remains liable for all obligations under this Tariff. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.6. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.2.2** Neither the Service furnished by the Company nor transmissions or communications carried over such Service shall be used for any unlawful or fraudulent purposes. Nor shall Service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier or an enhanced service provider who has subscribed to the Service. However, this provision does not preclude an agreement between the Customer and Authorized Users in a joint use arrangement to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use arrangement.
- 2.2.3** Company's Services are not adapted to the use of recording devices, and Customers who use such devices to record transmissions, or for other purposes, do so at their own risk. Neither Customer nor any other entity may record a conversation except as permitted by applicable law.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Resale of Company Services**

**2.3.1** In addition to the other provisions in this Tariff, a Customer reselling Service shall be responsible for all interaction and interface with its own subscribers or customers. The reselling of Service by a Customer or reselling of Service with enhancements provided by Customer shall not create a partnership or joint venture between Company and Customer nor result in a joint service offering to any third parties by either Company or the Customer.

**2.4 Assignment and Transfer**

**2.4.1** All facilities provided under this Tariff are directly or indirectly controlled by Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the Service or facilities.

**2.4.2** The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

**2.5 Interconnection with Other Carriers**

**2.5.1** Service furnished by GII may be connected with the services or facilities of other carriers, including local exchange services and/or facilities of a local exchange carrier. Such service or facilities are provided under the terms, rates and conditions of the other carrier and, at Customer's request, pursuant to Section 4.5.3.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Liability of the Company**

- 2.6.1** Except as otherwise specifically provided for in this Tariff, the Company and/or its affiliates shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, sabotage, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, condemnation, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations or other applicable laws, regulations, or orders.
- 2.6.2** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment, or services associated with such Service.
- 2.6.3** The Company and its affiliates shall be indemnified and held harmless by the customer against and from any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:
- (a) claims arising out of or related to the contents transmitted via the Services (whether over the Company network or Local Access Circuits) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure necessary authorizations, clearances or consents, failure to meet governmental or other technical broadcast standards, or claims that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal;
  - (b) patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer or Authorized Users;
  - (c) all other claims arising out of any act or omission of the Customer or Authorized Users in connection with any Service provided by the Company;

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Liability of the Company, (Cont'd.)**

- (d) defacement of, or damage to, the premises of Customer and Authorized Users resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company ;and
- (e) claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.

**2.6.4** The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities, including Local Access. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations.

**2.6.5** The Company may rely on Local Access Providers for the performance of other services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer solely as necessary to provide the Service, including but not limited to, ordering telecommunications and other services or facilities and increasing, adding to, terminating, decreasing, removing or rearranging such service or facilities on Customer's behalf.

**2.6.6** Each party shall indemnify and hold the other harmless from and against all liabilities, claims, damages, losses, costs, expenses and judgments (including reasonable attorney's fees) and cause of action out of or in connection with any Service Order for bodily injury (including death) or damage to tangible property caused by the negligence or willful misconduct of the other party's employees, agents, or invitees. Customer shall indemnify and hold harmless the Company from any claims made by any customer of Customer.

**2.6.6.1** Neither party will be in default or otherwise liable for any delay or failure of its performance under any Service Order to the extent such delay or failure arises by reason of act of God, the elements, adverse weather conditions, fire, floods, riots, strikes, accident, war, governmental requirement, act of civil or military authority, inability to secure materials, labor or transportation, cable cuts, or other cause beyond the control and without the fault or negligence of the affected party. Any such delay shall suspend the Service Order until the delay or failure ceases, and the period of the Service Order shall be deemed extended accordingly.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Liability of the Company, (Cont'd.)**

**2.6.7** The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, Interruptions, delays, or defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including Authorized Users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including, without limitation, costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY MAKES NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL USE ALL COMMERCIALY REASONABLE EFFORTS TO PROVIDE AND MAINTAIN THE SERVICE TO CUSTOMER. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE PERFORMANCE, EQUIPMENT OR SERVICES, DOWNTIME COSTS AND CLAIMS OF THE CUSTOMER FOR DAMAGES. THE COMPANY'S ENTIRE LIABILITY FOR ANY CLAIM, LOSS EXPENSE, OR DAMAGE UNDER THIS AGREEMENT OR ANY SERVICE ORDER SHALL IN NO EVENT EXCEED THE SUM ACTUALLY PAID BY CUSTOMER FOR THE SERVICE WHICH GIVES RISE TO THE CLAIM.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Liability of the Company, (Cont'd.)

- 2.6.8 In the event parties other than Customer (e.g., Customer's customers or Authorized Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects or any claims described in Section 2.6.3.
- 2.6.9 In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer or, Company incurs costs and expenses under circumstances in which such costs and expenses are caused to be incurred by the Customer or reasonably incurred by Company for the benefit of the Customer, the Customer is responsible for the payment of any resulting costs incurred by Company.
- 2.6.10 Customer agrees to defend the Company against the claims as set forth in this Section 2.6 and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.
- 2.6.11 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Application for Service**

- 2.7.1** The Customer is responsible for the placement of Service Orders for the Service described herein as well as complying with the provisions of this Tariff. Customer may be required to execute written Service Orders or other documents relating to the Service, but Customer shall be obligated under the terms of this Tariff even if such Service Orders or other documentation have not been executed.
- 2.7.2** The business records of Company shall be deemed determinative as to the contents of the Service Order(s). When Customer places a Service Order for Service, the Customer must provide the Company with the Customer's name and address for billing purposes and a contact name and phone number. Customer must also provide the Company with the contact name, telephone number, and address at each of the premises where Service is to be installed. When the Service Order is accepted in writing by Company, the relevant Service Order shall be deemed to set forth the final operative obligations between Company and the Customer regarding the Services described therein to the extent that it specifies the type of Service, quantity of Circuits, originating and terminating cities, Requested Service Date, Term and other information necessary for Company to provide the Service to Customer.
- 2.7.3** Service shall be provided for the term specified in the Service Order ("Initial Term"). Unless one of the parties provides notice of termination in writing to the other party on or before ninety (90) days prior to the expiration of the Initial Term or a Renewal Term, service will continue in full force for one or more renewal term(s) ("Renewal Terms") equal in length to the Initial Term until a party provides notice of termination.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Cancellation of Service by Customer

2.8.1 Reserved for future use.

2.8.2 Reserved for future use.

2.8.3 Reserved for future use.

2.8.4 Customer shall be subject to the following cancellation charges upon cancellation of Service for the convenience of Customer, i.e., without cause, as opposed to cancellation of service for cause as would be the case for Defective Service, as described in Section 2.6.7. In such case, Customer is also liable for (A) cancellation charges as specified in Section 4, (B) any charges, expenses, fees, or penalties incurred by Company, its affiliates or other third party providers of Service due to cancellation of Local Access; and (C) any other costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer.

2.8.4.A If Customer cancels Service before the Company has incurred any costs for the Installation of such Service, Customer shall pay to Company a cancellation charge in an amount equal to any charges, expenses, fees, or penalties incurred by Company due to cancellation of Local Access and any other costs, expenses, or additional charges reasonably incurred by Company prior to such cancellation.

2.8.4.B. If Customer cancels Service after the Company has incurred costs for Installation but prior to Start of Service, Customer shall pay to Company a cancellation charge in an amount equal to any Installation charges or Ancillary charges not yet paid.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Cancellation of Service by Customer, (Cont'd.)

2.8.4 (Cont'd.)

2.8.4.C. If Customer cancels Service after the Start of Service, unless otherwise specified in this Tariff, Customer shall pay to Company a cancellation charge in an amount equal to (i) the prorated monthly Base Rate charge for such canceled Service as set forth in Section 4 times the number of months in the relevant Term, less the charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero), and (ii) any Installation charges or Ancillary Charges not yet paid.

2.8.4.D. As Company's damages in the event of a cancellation are difficult or impossible to ascertain, the foregoing provisions providing for a cancellation charge are intended to establish liquidated damages in the event of a cancellation of a Service and do not represent a penalty of any kind.

2.8.5 Notwithstanding the foregoing, and upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability to the other, to cancel the affected portion of the Service, if Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the FCC, or other local, state or federal government authority.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Cancellation for Cause by Company**

**2.9.1** For nonpayment by Customer of any undisputed sum owing to the Company, or for violation by Customer of any of the provisions governing the furnishing of Service under this Tariff, the Company may, after seven (7) days written notification to Customer of such nonpayment or violation and forthcoming termination therefor, without incurring any liability, immediately discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

**2.9.2** Without incurring any liability, the Company may discontinue the furnishing of Service to Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services or under any of the following circumstances:

- (a) if Customer fails to make proper application for Service;
- (b) if Customer refuses to furnish or provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Service, or its planned use of Service;
- (c) if Customer gives Company reasonable cause to believe that Customer will not comply with a request of the Company for reasonable security for the payment for Service;
- (d) if the Customer is using the Service in violation of this Tariff;
- (e) if the Customer is using the Service in violation of any applicable law or regulation.
- (f) if such actions are reasonably appropriate to avoid violation of applicable law; or
- (g) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation for Cause by Company, (Cont'd.)

2.9.3 The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges accrued for Service which has been furnished up to the time of discontinuance nor does it relieve the Customer of applicable cancellation charges. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.9.4 Company may terminate any Service Order or suspend the Service at any time upon: (i) Any failure of Customer to timely pay any amounts due hereunder (ii) Any breach by Customer of any provisions of any Service Order, (iii) Any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer; (iv) Any violation of applicable law by Customer constituting a felony or misdemeanor. No such termination shall relieve Customer of its obligation to make payments for the Service Order including, without limitation, the obligation to make payments for the Service provided prior to termination.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Billing and Payment For Service****2.10.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for Services furnished to the Customer or Authorized User. This includes payment for Services specifically requested by the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

**2.10.2 Payment Arrangements**

**2.10.2.A** All payments due by the Customer shall be remitted and payable to the Company. Company will bill Customer for service charges in the following manner: Customer will receive an invoice for a full month's monthly recurring charges, non-recurring charges and all applicable excise, sales, use or other taxes, fees or charges applicable to the Service.

**2.10.2.B** Customer shall pay to Company all Monthly Recurring Charges and Installation Charges related to the Service plus all applicable excise, sales, use or other taxes, fees or charges applicable to the Service. Such fees, taxes or charges will be separately stated in Company invoices. Said charges will commence billing the start of service date. Service Charges for local access or other service or facilities arranged for or ordered by Company on Customer's behalf shall become due on the Request for Service date.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Billing and Payment For Service, (Cont'd.)**

**2.10.3 Late Payment Fee**

Interest will accrue at the rate of one and one-half percent (1.5%) on unpaid balances, beginning on the fifteenth day following the date of the invoice.

**2.10.4 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks made payable to the Company and returned for insufficient funds. For service billed on behalf of the Company, any applicable return check charges will be assessed according to the terms and conditions of the Company's billing agent.

**2.10.5 Validation of Credit**

**2.10.5.A** The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. If at any time a Customer presents an undue risk of non-payment, the Company may refuse to provide Service, require a deposit or advance payment pursuant to Section 2.10.6 or otherwise restrict or interrupt Service to a Customer.

**2.10.5.B** If request by the Company, Customer shall submit a completed credit application. Customer acknowledge that GII may conduct a review of Customer's credit rating, trade references and payment history. Based on this review, GII reserved the right to withhold initiations or full implementation of Service without penalty pending the completion of a satisfactory credit evaluation. At any time during the term GII may require a deposit or increase the amount of deposit if, at GII's sole discretion, there is a material and adverse change in Customer's financial condition, business prospects or if Customer has been late with 3 payments within a 6 month period.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Billing and Payment For Service, (Cont'd.)**

**2.10.6 Advance Payments and Deposits**

The Company will not require advance payments or deposits.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment Arrangements, (Cont'd.)**

**2.10.7 Disputed Charges**

If Customer reasonably and in good faith disputes any portion of the Company's invoice, the Customer shall, within thirty (30) days of the invoice date, submit written notice to the Company of such dispute, specifically identifying the reason for the dispute. If Customer does not deliver such notice within thirty (30) days of the invoice date, Customer shall be deemed to have waived its right to dispute the invoice. Customer's dispute as to any portion of the invoice shall not excuse Customer's obligation to pay the undisputed portion of the invoice on time. The Parties shall negotiate in good faith to resolve any disputes within thirty (30) days following the Company's receipt of the Customer's notice. Any disputed resolved in favor of Company shall be due within ten (10) days of the resolution of the dispute. Any Customer who has a dispute shall be advised by the Company that the Customer may file a complaint with the Arizona Corporation Commission.

- 2.10.8** In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer shall be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Tax Adjustments**

- 2.11.1** All stated charges in this Tariff are computed by the Company exclusive of any applicable federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities whether charged to or against the Company or its Customer. An amount equal to such taxes, fees, etc. shall be charged to the Customer in addition to the charges stated in this Tariff. All charges related to such taxes, duties, and fees shall each be shown as a separate line item or on the Customer's invoice and, unless stated otherwise, are not included in the quoted rates and charges set forth in this Tariff.
- 2.11.2** The Company has discretion to include among such fees and surcharges a "Universal Service Subsidy" fee to support universal service in high cost areas and to low income users of telecommunications in addition to assisting schools, libraries and rural health care providers to obtain telecommunications and information services. The Universal Service Subsidy fee, however, shall not be assessed to the portion of Service taken for resale by any Customer who is an entity required by the State of Arizona to contribute directly to these universal service support programs, provided that such entity has notified the Company of its intention to resell such Service and of its universal service obligations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Tax Adjustments, (Cont'd.)**

**2.11.3** A surcharge is imposed on all charges for Service originating at addresses in states which levy a gross receipts tax on Customer's operations. Pending the conclusion of any litigation challenging a jurisdiction's right to impose any tax, Company may elect to impose and collect a surcharge covering such tax, unless otherwise constrained by court order or direction, or it may elect to waive any surcharge. If it has collected a surcharge or tax and the challenged surcharge or tax is found to have been invalid and unenforceable, Company shall credit or refund such sums to each affected Customer if either Company has retained such funds or Company has remitted such funds to the collecting jurisdiction and the funds have been returned to Company. The surcharge shall be shown as a separate line item on the Customer's monthly invoice.

**2.12 Inspection, Testing and Adjustments**

**2.12.1** The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company's equipment. The Company may interrupt the Service at any time, without penalty to the Company, because of departure from any of these requirements.

**2.12.2** Upon reasonable notice, the Channels provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance shall be granted for the time during which such tests and adjustments are made.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 Refunds or Credits for Interruptions in Service**

**2.13.1** No credits or refunds for interruptions of Service shall be made for:

- (a) Interruptions due to the negligence or willful act of the Customer, Authorized-User or Joint-User, including but not limited to noncompliance with the provisions of this tariff;
- (b) Interruptions due to the failure or malfunction of Customer provided facilities or the failure or malfunction of any other non-Company equipment;
- (c) Interruptions due to electric power failure where the Customer furnishes such electric power;
- (d) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions.
- (e) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
- (g) Interruptions of service due to circumstances or causes beyond the control of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Refunds or Credits for Interruptions (Cont'd.)**

- 2.13.2** In the event of interruption in the Service, unacceptable packet loss or inability to receive network availability at the bandwidth stated in the Service Order ("Outage"), Customer shall be entitled to a credit in an amount equivalent to the proportionate monthly charge for the period during which such Outage occurs, provided, however, that such credit allowance shall start only for unacceptable packet losses five (5) days after Company's receipt of written notice thereof from Customer. An Outage will be deemed to have occurred only if the Service became unstable to Customer as a result of Company facilities, equipment or personnel to provide the Service, and only when interruption is not the result of: (i) negligence of customer; (ii) the failure of interconnecting facilities or other equipment not part of Company facilities or within the Company's control; (iii) any planned interruption or routine maintenance; or (iv) other circumstances beyond the reasonable control of the Company.
- 2.13.3** Notice of Interruption should be reported by the Customer to the Company's Network Control Center or other location designated by Company. An Interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an Interruption nor corresponding credit as provided in Section 2.13.2.
- 2.13.4** If the Customer elects to use another means of transmission during the period of Interruption, the Customer is solely responsible for payment of the charges for the alternate transmission service used.
- 2.13.5** The credit provided in Section 2.13.2 is Customer's sole and exclusive remedy for any Interruption in the Service.
- 2.13.6** Service is offered twenty-four (24) hours per day, seven (7) days per week. For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an Outage of less than thirty (30) minutes or a major fraction thereof.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Systems Security**

**2.14.1** Where Customers are permitted access to the Company's computer systems and data (hereinafter Systems) for the purposes of managing and maintaining their own telecommunications system, they will adhere to the following:

- (a) Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customers telecommunications system.
- (b) Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
- (c) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company.
- (d) Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal log-off procedures prior to leaving a terminal unattended. Customers should report any known or suspected unauthorized attempt by others to access these Systems.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Systems Security, (Cont'd.)**

**2.14.2** In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Restoration of Service**

**2.15.1** The use and Restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

**2.16 Customer Provided Equipment**

**2.16.1** Customer Premises Circuit terminating equipment such as Channel Service units (CSUs) and Multiplexing equipment and any other terminal equipment such as telephone sets or systems shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing and set forth in a Service Order accepted by an authorized representative of Company.

**2.17 Company Provided Equipment**

**2.17.1** The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for Interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.17.2 below.

**2.17.2** Customer will not allow or cause any equipment of Company to be rearranged, moved, modified, repaired or relocated without Company's consent. Customer will not create or allow any liens or other encumbrances to be placed on any such facilities or equipment of Company. If Customer relocates or changes the place of the Service provided under any Service Order, Customer will pay all additional installation and related charges associated with such relocation. All Company equipment will be returned to Company upon termination of service.

**2.17.3** The Company may substitute, change or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with thirty (30) days notice prior to such change.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.18 Other Terms and Conditions**

- 2.18.1** A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.18.2** In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.18.3** Any legal action or proceeding with respect to the collection of charges due under this Tariff may be brought in the Courts of the State of Arizona. By Customer's obtaining Service pursuant to this Tariff, both Customer and Company shall be deemed to have submitted to such jurisdiction, thereby expressly waiving whatever rights may correspond to either of them by reason of their present or future domicile.
- 2.18.4** Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive notice, notices between Customer and Company shall be given in writing to the persons whose names and business addresses appear on the relevant Service Order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the relevant Service Order, notice shall be given to the last known business address of Customer or Company, as the case may be.
- 2.18.5** Company, when acting at the Customer's request and/or as Customer's authorized agent, shall make reasonable efforts to arrange for special Service requirements such as the provision of Off-Net Circuits. Due to the specialized nature of such an arrangement, however, such arrangement shall be provided ICB.

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**SECTION 3 - APPLICATION OF TECHNICAL STANDARDS**

**3.1 Application of Technical Standards**

**3.1.1** The following Technical Standards for Private Line Services set forth objectives for Company to follow. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding Sections of this Tariff.

**3.1.2 Interconnection Specifications:**

**3.1.2.A** DS-0 through DS-3 (ADS-N) - provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119) and Technical Reference 54014 >4.

**3.1.2.B** OC-3 through OC-48 (AOC-N) - provided in accordance with ANSI Standard T1.105.

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**SECTION 3 - APPLICATION OF TECHNICAL STANDARDS, (CONT'D.)****3.1 Application of Technical Standards****3.1.3 Quality Standards****3.1.3.A General**

Standards for DS-N and OC-N Services apply independently for Local Access and Interexchange Services and exclude non-performance due to circumstances listed in Section 2.3.1 or planned Interruptions for necessary maintenance purposes. Local Access standards apply on a one-way basis between each Customer Premises Network Interface Points (ACPNIP) and the Company POP. Interexchange Service standards apply on a one-way basis between the originating and terminating Company POPs. The actual end-to-end (CPNIP to CPNIP) availability and performance of DS-N and OC-N will be a combined function of the Local Access and Interexchange Service specifications and may be affected by the Customer provided equipment, dependent upon the type and quality of Customer equipment used. (Customer provided Local Access may not meet these specifications).

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**SECTION 3 - APPLICATION OF TECHNICAL STANDARDS, (CONT'D.)**

**3.1 Application of Technical Standards, (Cont'd.)**

**3.1.3 Quality Standards (cont'd.)**

**3.1.3.B Availability**

Availability, as used in this Section 3, is a measurement of the percent of total time that Service is operative when measured over a 365 consecutive day (8760 hour) period. DS-N and OS-N Services are considered inoperative when there has been a loss of signal or when two consecutive 15 second loop-back tests confirm the observation of any severely errored seconds or a bit error rate equal to or worse than  $1 \times 10^{-3}$ . The Local Access Availability standards for DS-N and OC-N Services are established by the Local Access Provider. For Services on the GII Network, Availability shall be 99.99% from POP to POP measured over a one year period. For Services not on the GII Network, the Off-Net provider will establish Availability.

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**SECTION 3 - APPLICATION OF TECHNICAL STANDARDS, (CONT'D.)****3.1 Application of Technical Standards, (Cont'd.)****3.1.3 Quality Standards, (cont'd.)****3.1.3.C Performance (% Error Free Seconds, while Available)**

Performance is noted in Error Free Seconds ("EFS") which are a measure of the percentage of total seconds when measured over a consecutive 24 hour period that do not contain bit errors. Performance shall be measured on a one-way basis using a Pseudo Random Bit Sequence test pattern as defined in CCITT Recommendation 0.151. The EFS standards for Local Access for DS-N and OC-N is established by the Local Access Provider. For Services on the GII Network, the EFS shall be 99.5% from POP to POP measured over a monthly period. For Services not on the GII Network, the Off-Net provider will establish the EFS.

- 3.1.4** Repair efforts will be undertaken upon notification of trouble by internal network surveillance and network surveillance and performance systems or by notification of trouble and release of all or part of the DS-N or OC-N Service by the Customer for testing.
- 3.1.5** Mean Time to Restore ("MTTR") is the average time required to Restore Service and resume Availability and is stated in terms of equipment and cable outages or failures. The MTTR objective shall be four (4) hours for equipment and six (6) hours for cable.
- 3.1.6** The Company calculates network Availability on Customer action requests. The Customer must notify GII Network Customer Care department or other location designated by Company and initiate an action request to determine if the Service variables stated above were met.
- 3.1.7** Notwithstanding the foregoing, at Company's option, Company may provide a comparable transmission alternative, e.g. satellite transmission, ("Alternative Transmission"). Such Alternative Transmission shall comply with the respective standards commonly used in the industry for such service.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES****4.1 General**

Private Line Service is a Dedicated Service that offers Channels or Circuits dedicated to the use of a specific Customer on a twenty-four hours per day, seven days per week basis. Company offers Private Line Service, subject to Availability between Company designated POPs .

**4.2 Distance Calculation**

For Private Line Services, mileage measurements are based on the distance in airline miles between POPs associated with each end of the Circuit. Distance measurements are computed using industry standard Vertical (V) and Horizontal (H) Coordinates according to the following formula.

Formula: 
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}} 0$$

Where  $V_1$  and  $H_1$  correspond to the V&H Coordinates of POP<sub>1</sub>, and  $V_2$  and  $H_2$  correspond to the V&H Coordinates of POP<sub>2</sub>.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.3 Term Plans**

- 4.3.1** Customers subscribing to Private Line Service may order Service on a monthly basis or for Service Commitment Periods of one, two, three, four or five years.
- 4.3.2** The term (Minimum Monthly Commitment) as used in Section 4 of this tariff shall mean the aggregate of all Base Rate charges, as described in Section 4.4, for each Private Line Service (regardless of whether such Base Rates are themselves subject to any discount limitation) which in total is within the amounts stated for each level of the relevant discount schedule. No other charges including Ancillary, Installation or Service Order charges will be included when determining whether a Customer meets its Minimum Monthly Commitment.
- 4.3.3** The discount level, if any, applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services.
- 4.3.4** Following the expiration of the Term relevant to Service, such Service shall continue to be provided in accordance with this Tariff, subject to written notice of termination by either Company or Customer.
- 4.3.5** The Customer may be responsible for other charges as described in this Tariff which may include, but are not limited to Ancillary Charges and cancellation charges.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.4 Application of Base Rates and Discounts**

Customers subscribing to each type of Private Line Service (e.g., DS-0, DS-1, etc.) shall be charged a Base Rate (on a per circuit basis) as set forth below in this Section 4, which shall consist of (1) a fixed monthly charge irrespective of distance, and (2) a per mile per month charge based on the distance between applicable Company POPs.

**4.5 Application of Ancillary Charges**

**4.5.1 Installation Charges**

A non-recurring installation charge applies to each Circuit provided by the Company. Installation charges also apply to existing Service moved to a new location at the Customer's request. Rates and charges vary by type of service as specified in this Section.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****4.5 Application of Ancillary Charges, (Cont'd.)****4.5.2 Service Order Charges****4.5.2.A General**

No Service Order charges apply to initial Service Orders for new Service placed by the Customer. Where Customer requests a change in a pending Service Order or requests changes to an existing circuit, non-recurring charges may apply to each change as described below. Non-recurring charges vary based on type of Service ordered by Customer.

Circuits or Channels provided by the Company may be connected to other Circuits or Channels provided by the Company (On-Net); to Local Access facilities; or facilities provided by another carrier (Off-Net) through the use of Cross-Connects.

Service Order charges apply as follows based on the content of the Order:

- a) Where Service Orders require the installation, rearrangement, or removal of Company-provided Circuits only, Per Circuit charges apply.
- b) Where Service Orders require the installation, rearrangement, or removal of Company-provided Cross-Connects only, Per Cross-Connect charges apply. For Cross-Connects between two facilities of different bandwidths, the Per Cross-Connect charge associated with the higher bandwidth service applies.
- c) Where Service Orders require the installation, rearrangement, or removal of Company-provided Circuits and Cross-Connects, both Per Circuit and Per Cross-Connect charges apply.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.5 Application of Ancillary Charges, (Cont'd.)**

**4.5.2 Service Order Charges (Cont'd.)**

**4.5.2.B Change of Requested Service Date**

Customers may request a change in the Requested Service Date for pending Service Orders. Change of Requested Service Date Charges apply when a change of the Requested Service Date is the only customer requested change to the original Service Order.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.5 Application of Ancillary Charges, (Cont'd.)**

**4.5.2 Service Order Charges (Cont'd.)**

**4.5.2.C Change of Service Order**

Change of Order charges apply to changes requested by the Customer to the information contained in a service order, other than changes in Requested Service Date, prior to Start of Service.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****4.5 Application of Ancillary Charges, (Cont'd.)****4.5.2 Service Order Charges (Cont'd.)****4.5.2.D Order Cancellation**

**4.5.2.D.1** Where the Customer cancels an order for service prior to the start of installation or special construction of facilities, no charge applies, except to the extent Company incurs a Service Order or similar charge from a supplying carrier prior to the cancellation. Customer will have two (2) days to cancel an order after an order cancellation date is given. If order is not cancelled within this time period the Customer will be responsible for the liability of the full term of the applicable service order. If service is cancelled customer remains liable for any cancellation charges. If Customer cancels Service after the Start of Service, unless otherwise specified in this Tariff, Customer shall pay to Company a cancellation charge in an amount equal to (i) the prorated monthly Base Rate charge for such canceled Service as set forth in Section 4 times the number of months in the relevant Term, less the charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero), and (ii) any Installation charges or Ancillary Charges not yet paid.

**4.5.2.D.2** Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charge applies:

a. The total costs (including overheads) in connection with providing and removing facilities.

b. The monthly charge for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any installation and termination charges applicable.

**4.5.2.D.3** Where special construction of facilities has been started prior to the cancellation and there is another requirement for the specially constructed facilities, in place, no charge applies.

**4.5.2.D.4** Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overheads) applies. Where one or more, but not all, of the services involved in the special construction or canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.

**4.5.2.D.5** Installation or special construction of facilities for a Customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the Customer has advised the Company to proceed with the installation or special construction.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.5 Application of Ancillary Charges, (Cont'd.)**

**4.5.2 Service Order Charges (Cont'd.)**

**4.5.2.E Change of Service**

Change of Service charges apply to changes made after a Circuit has been installed and accepted by the Customer. This charge is only applicable where re-engineering of the affected Service is required. No charge applies for changes in Service made for administrative purposes (e.g., change of name, billing address, etc.). Change of Service re-engineering charges apply, but are not limited to, Service Orders that are re-engineered due to Customer requested changes in Local Access Service, transmission speed, transmission mode, IXC or Local Access Termination location, or terminating equipment.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****4.5 Application of Ancillary Charges, (Cont'd.)****4.5.3 Local Access Charges**

**4.5.3.A** Access to Private Line Services must be obtained by the Customer from the Company or third-party carrier, including a serving Local Exchange Carrier, an Alternative Access Provider or other Local Access Provider. Third party Local Access facilities if provided by the Company are offered at a pass through rate equal to the price at which those channels or services are provided to Company by the Local Access Provider. The rates and charges of the Local Access Provider apply for all Local Access facilities used in conjunction with the Company's Service(s).

**4.5.3.B** At the Customer's request, GII may act as the Customer's agent for payment of Local Access charges to the Local Access Provider. In such cases, the Company will charge a nonrecurring Local Access Billing Administration fee of \$150.00 per Local Access circuit in addition to pass-through rates associated with the Local Access facilities billed through the Company.

**4.5.3.C** At the Customer's request, GII may act as the Customer's agent for ordering and coordinating installation, re-arrangement or removal of Local Access facilities. In such cases, a \$100.00 Local Access Administration fee will apply to each ASR issued to the Local Access Provider including ASRs for initial service installation, changes in requested service date, changes in service configuration, or cancellation of Local Access service orders. Where Company acts as the Customer's agent for payment of Local Access charges, the Company will also pass along to the Customer any Local Access Provider charges associated with the Customer's request order, if applicable.

**4.5.3.D** Subject to the availability of personnel, Company may perform other operational functions related to administration and maintenance of Local Access facilities. Such functions will be provided at non-standard installation, maintenance and engineering rates contained in this Tariff.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****4.5 Application of Ancillary Charges, (Cont'd.)****4.5.4 Non-Standard Installation, Maintenance and Engineering Charges**

Additional charges may apply when the Customer requests the following:

- a) Installation or Circuit changes during non-business hours or under unusual circumstances.
- b) a Company technician at the Customer Premises or trouble that results from problems in the Customer's equipment.
- c) the provision of engineering design or other activities which are not normally provided as part of the design and Installation of Service.
- d) Expedited Service Orders.

The Customer will be billed for non-standard services provided by Company personnel at the following rates:

Monday through Friday, 8:00 AM to 5:00 PM	\$25.00 quarter hour
All Other Hours	\$31.25 per quarter hour

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.6 Effective Rates**

**4.6.1 DS-0 Service**

DS-0 Private Line Service provides 64 Kbps of bandwidth for the digital transmission of data, voice and video signals. DS-0 with Digital Access Service provides Point-to-Point Digital Service.

Rates will be determined on an individual case basis.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.6 Effective Rates (Cont'd.)**

**4.6.2 Fractional DS-1 Service**

Fractional DS-1 Private Line Service provides DS-0 multiples of 2 to 24 Channels for the digital transmission of data, voice and video signals and requires a minimum order of two DS-0 Channels.

Rates will be determined on an individual case basis.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.6 Effective Rates (Cont'd.)**

**4.6.3 DS-1 Service**

DS-1 Private Line Service provides 1.544 Mbps of point-to-point bandwidth for the digital transmission of data, voice and video signals.

Rates will be determined on an individual case basis.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.6 Effective Rates (Cont'd.)**

**4.6.4 DS-3 Service**

DS-3 Private Line Service provides 44.736 Mbps of point-to-point bandwidth for the digital transmission of data, voice and video signals.

Rates will be determined on an individual case basis.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.6 Effective Rates (Cont'd.)**

**4.6.5 OC-3 Service**

OC-3 Private Line Service provides 155 Mbps of point-to-point bandwidth for the digital transmission of data, voice and video signals.

Rates will be determined on an individual case basis.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.6 Effective Rates (Cont'd.)**

**4.6.6 OC-12 Service**

OC-12 Private Line Service provides 622 Mbps of point-to-point bandwidth for the digital transmission of data, voice and video signals.

Rates will be determined on an individual case basis.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.6 Effective Rates (Cont'd.)**

**4.6.7 OC-48 Service**

OC-48 Private Line Service provides 2.488 Gbps of point-to-point bandwidth for the digital transmission of data, voice and video signals.

Rates will be determined on an individual case basis.

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**SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**4.6 Effective Rates (Cont'd.)**

**4.6.8 OC-192 Service**

OC-192 Private Line Service provides 10 Gbps of point-to-point bandwidth for the digital transmission of data, voice and video signals.

Rates will be determined on an individual case basis.

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**SECTION 5 - CONTRACTS AND PROMOTIONS****5.1 Contracts**

At the option of the Company, Service may be offered on an ICB basis to meet the specialized requirements of Customers. The terms of each such ICB arrangement shall be mutually agreed upon between the Customer and Company and may include discounts off of the rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in this Tariff, or other customized features. The terms of such an ICB arrangement may be based partially or completely on a Term or volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Such ICB arrangements will be available to all similarly situated Customers for a fixed period of time following the initial offering to the first ICB Customer as specified in each ICB contract, subject to, in the Company's sole discretion, the Availability of facilities.

**5.2 Promotions**

- 5.2.1** From time to time, Company may, at its option, promote subscription or stimulate Service usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations.
- 5.2.2** From time to time, subject to Commission rules, Company may demonstrate Service for potential Customers by providing free use of its Services on a limited basis for a period of time, not to exceed one (1) month. Demonstration of Service and the type, duration or quantity of Service provided shall be at the Company's discretion.
- 5.2.3** Promotional and other credits offered by Company in marketing its Services cannot be assigned. Such credits must be used by the Customer to whom they were offered or the Customer who earned them under the provisions of the offer.

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